

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: THIBAUT et al.)	
)	Group Art Unit: N/A
Serial No.: 10/596,290)	
)	Examiner: N/A
Filed (371 date): June 8, 2006)	
)	Conf. No.: 5001
Int. Filing date: December 8, 2004)	
Int. App. No.: PCT/US04/40970)	

For: A PACKAGE WITH PILFER PROOF ASSEMBLY

Mail Stop PCT
Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

PETITION UNDER 37 C.F.R §§1.497(b)(1) AND 1.47(a)

07/30/2007 LLANDGRA 00000021 041105 10596290

01 FC:1463

Dear Sir:
200.00 DA

This is a Petition under Rules 1.497(b)(1) and 1.47(a) to allow two inventors to enter the national stage of an international application where the third inventor refuses to join in the national stage application and/or is unreachable. Pursuant to Rule 1.47(a), this Petition includes proof of the pertinent facts shown in the Statement of Facts attached herewith referencing the enclosed exhibits entitled "Exhibits in Support of Statement of Facts." Further, Pursuant to Rule 1.47(a), this Petition includes provision for the payment of the fee in Rule 1.17(g). In compliance with Rule 1.47(a), this Petition states the last known address of the nonsigning inventor, Richard Thibault. The Statement of Facts attached herewith also states the last known address of the nonsigning inventor. Also submitted with this Petition is the Declaration of the two signing inventors on behalf of themselves and the nonsigning inventors pursuant to Rules 1.47(a) and 1.497.

LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR

Pursuant to Rule 1.47(a), the last known address of Mr. Thibault is:

Richard Thibault
52 Sonia Lane
Broomall, PA 19008

RELIEF REQUESTED


Applicants respectfully request the Commissioner accept the Declaration submitted herewith, executed by the two remaining inventors on behalf of themselves and on behalf of Mr. Thibault, pursuant to Rules 1.47(a) and 1.497(b)(1). Applicants further respectfully request that the examination of the subject application commence promptly.

REQUIRED FEE

The Commissioner is hereby authorized to charge all fees due in association with this petition and late filing of the oath and declaration, including the \$200 US fee set forth in 37 CFR 1.17(g) and the \$130 fee set forth in 37 CFR 1.16(f), to Deposit Account No. 04-1105, under Order No. (52888) 67560. However, if for any reason the fee is inadequate for the consideration of this Petition, or credit is owed for any excess fee paid, you are hereby authorized and requested to charge or credit Deposit Account No. 04-1105, under Order No. (52888) 67560, accordingly.

Respectfully submitted,

Date: July 26, 2007


David J. Silva Reg. No. 49,036
Attorney/Agent for Applicants

Intellectual Property Practice Group
EDWARDS ANGELL PALMER & DODGE, LLP
P.O. Box 55874
Boston, MA 02205
Tel: (203) 353-6839
Fax: (203) 975-7180
Customer No. 21,874

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: THIBAUT et al.)	Attorney Docket No. CPG 03-26 KF
)	
Serial No.: 10/596,290)	Conf. No.: 5001
)	
Filed (371 date): June 8, 2006)	
)	Group Art Unit: TBA
Int. Filing date: December 8, 2004)	
Int. App. No.: PCT/US04/40970)	Examiner: TBA

For: A PACKAGE WITH PILFER PROOF ASSEMBLY

Mail Stop PCT
Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF
NONSIGNING INVENTOR PURSUANT TO 37 C.F.R. §§ 1.497(b)(1) and 1.47(a)**

Dear Sir:

I, David J. Silvia, do hereby declare as follows:

1. I am a registered patent attorney at the law firm of Edwards Angell Palmer & Dodge LLP, Stamford, CT, and am working with Alexandra B. Urban of MeadWestvaco Corporation, the assignee of the present application, who was directly involved with the filing of the subject application.

2. This Statement of Facts is made in support of Applicants' Petition Under 37 C.F.R. §§ 1.497(b)(1) and 1.47(a), and to set forth the facts relied upon to establish: (i) the refusal of inventor Richard Thibault and/or the unavailability of said inventor to execute an oath or declaration in connection with the above-referenced application, and (ii) the diligent efforts made to secure the execution of a declaration or

oath by Mr. Thibault.

3. Unless otherwise noted, this Statement of Facts is based on evidence, provided to the undersigned by the Assignee.

4. Richard Thibault is one of the three named inventors in the above-referenced application, which claims priority to International Application No. PCT/US2004/40970 and U.S. Provisional Application No. 60/528,043. Since the time of invention Mr. Thibault has ceased to be employed by MeadWestvaco Corporation, the Assignee of this application. Attached as EXHIBIT 1 is a copy of the assignment of the subject application by Richard Mazurek and Jamie Shimizu to MeadWestvaco Corporation, and Notice of Recordation thereof.

5. On July 3, 2006, Dana C. Copeland, paralegal for the Assignee, spoke with Mr. Thibault by telephone, and sent via United Parcel Service, a Declaration, a Power of Attorney form, and an Assignment to Mr. Thibault for review and execution. In this letter, it was requested that Mr. Thibault execute and return the papers, including the Declaration, to Assignee. An unexecuted copy of the July 3, 2006 letter is enclosed as EXHIBIT 2.

6. Upon not receiving a response from Mr. Thibault to the July 3, 2006 letter, further calls were placed to Mr. Thibault, and a second letter was sent to Mr. Thibault via Certified U.S. Mail on July 17, 2006. An unexecuted copy of the July 17, 2006 letter is enclosed as EXHIBIT 3 with a copy of the return receipt from that letter.

7. On July 31, 2006, Alexandra Urban, Attorney for the Assignee, sent via Federal Express, a further letter to Mr. Thibault, calling attention to Mr. Thibault's obligation to assign any rights and execute documents relating to patent applications,

under an employment agreement with Kearfold, Inc., which employment agreement was signed by Mr. Thibault on October 29, 1986. A copy of the July 31, 2006 letter, tracking data therefor, and Mr. Thibault's signed agreement, dated October 29, 1986, are enclosed as EXHIBIT 4.

8. Following continued lack of cooperation on the part of Mr. Thibault, on August 8, 2006, at the request of the Assignee, John Irvine of Porter & Hedges, LLP sent yet another letter to Mr. Thibault via Federal Express, urging Mr. Thibault to sign the documents sent by Alexandra Urban on July 3, 2006, again reminding Mr. Thibault of his obligation to sign such documents. A copy of the August 8, 2006 letter to Mr. Thibault and mailing label therefor are enclosed as EXHIBIT 5.

9. A final attempt to urge Mr. Thibault to execute the required documents for the present application was made on July 19, 2007 by USPS Express Mail, requesting a response by July 25, 2007. In this mailing, a copy of the application as filed, a Declaration, a Power of Attorney form, and an Assignment were enclosed. A copy of the July 19, 2007 letter, the U.S.P.S. express mail label and tracking data indicating that Mr. Thibault did not pick up the package at the post office, is enclosed as EXHIBIT 6.

10. Pursuant to Rule 1.47(a), the last known address of Mr. Thibault was:

Richard Thibault
52 Sonia Lane
Broomall, PA 19008

11. The undersigned further declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that

willful false statements and the like so made are punishable by fine or imprisonment, or both under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Respectfully submitted,

Date: July 26, 2007


David J. Silva Reg. No. 49,036

Attorney/Agent for Applicants
Intellectual Property Practice Group
EDWARDS ANGELL PALMER & DODGE, LLP
P.O. Box 55874
Boston, MA 02205
Tel: (203) 353-6839
Fax: (203) 975-7180
Customer No. 21,874

Serial No.: 10/596,290

Filed (371 date): June 8, 2006

Title: A PACKAGE WITH PILFER PROOF ASSEMBLY

EXHIBITS
IN SUPPORT OF STATEMENT OF FACTS

ASSIGNMENT OF UNITED STATES PATENT APPLICATION

Serial No.: 10/596,290
60/528,043

Filed: 08 June 2006
08 December 2003

WHEREAS, we, RICHARD THIBAUT, a citizen of the United States of America, residing at 52 Sonia Lane, Broomall, PA 19008, RICHARD MAZUREK, a citizen of the United States of America, residing at 1031 Roseland Avenue, Huntingdon Valley, PA 19006, and JAMIE SHIMIZU, a citizen of the United States of America, residing at 8 Colonial Court, Apt. C, Riveredge, NJ 07661, invented a certain new and useful A PACKAGE WITH PILFER PROOF ASSEMBLY, for which we executed an application for letters patent of the United States, on even date herewith;

AND WHEREAS, MEADWESTVACO CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with principal place of business at One High Ridge Park, Stamford, CT 06905, USA is desirous of acquiring the entire right, title and interest in and to the said application and the inventions therein disclosed and in any letters patent that may issue thereon;

NOW, THEREFORE, be it known that in consideration of the sum of One dollar (\$1) and other valuable consideration, receipt whereof is hereby acknowledged, we, RICHARD THIBAUT, RICHARD MAZUREK, and JAMIE SHIMIZU, hereby sell, assign and transfer unto said MEADWESTVACO CORPORATION, its successors and assigns, the entire right, title and interest in and to said above named application and any divisions or continuations thereof, and the inventions therein disclosed, and to any improvements thereon, and any patent or patents that may be issued or reissued thereon, and we hereby authorize and request the Commissioner of Patents to issue any letters patent thereon, or reissues thereof, to said MEADWESTVACO CORPORATION, its successors and assigns; and we hereby authorize said MEADWESTVACO CORPORATION to file applications for patent, in foreign countries, in connection with the inventions hereby transferred, in its own name and to secure in its own name, the patent or patents issued on such applications; and we hereby agree that, upon request of said MEADWESTVACO CORPORATION, we will sign all papers, and make all rightful oaths, and do all acts, which said MEADWESTVACO CORPORATION may consider necessary in connection with said United States application, and in connection with any other United States or foreign applications that may be filed in connection with this invention and any improvements thereon, or in connection with any patents issued or reissued thereon.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals this 26 day of July, 2006.

(Signatures on following page)

RICHARD THIBAUT

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 2006, before me a Notary Public in and for the above County and State personally appeared RICHARD THIBAUT, personally known to me, and acknowledged the execution of the foregoing assignment as his free act and deed for the purpose herein set forth.

Notary Public

S E A L

Richard Mazurek 7-26-06
RICHARD MAZUREK

STATE OF PA)
) ss.
COUNTY OF Bucks)


On this 7-26-06 day of _____, 2006, before me a Notary Public in and for the above County and State personally appeared RICHARD MAZUREK, personally known to me, and acknowledged the execution of the foregoing assignment as his free act and deed for the purpose herein set forth.

Nancy Cooper
Notary Public

S E A L

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Nancy Cooper, Notary Public
Warrington Twp., Bucks County
My Commission Expires Nov. 26, 2009
Member, Pennsylvania Association of Notaries


JAMIE SHIMIZU

On this 13th day of July, 2006, before me a Notary Public in and for the above County and State personally appeared JAMIE SHIMIZU, personally known to me, and acknowledged the execution of the foregoing assignment as his free act and deed for the purpose herein set forth.

Diana C. Corb
Notary Public

DANA C. COPELAND
NOTARY PUBLIC, STATE OF NEW YORK
No. 01C06102028
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES NOV. 24, 2007

USPTO

6/15/2007 3:32:57 PM PAGE 2/005 Fax Server

TO: ALEXANDRA B. URBAN, ESQ. COMPANY: 299 PARK AVENUE, 13TH FLOOR



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 15, 2007

PTAS

500296885A

500296885

ALEXANDRA B. URBAN, ESQ.
299 PARK AVENUE, 13TH FLOOR
MEADWESTVACO CORPORATION
NEW YORK, NY 10171

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/15/2007

REEL/FRAME: 019436/0313
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: CPG 03-26 KF US

ASSIGNOR:
MAZUREK, RICHARD

DOC DATE: 07/26/2006

ASSIGNOR:
SHIMIZU, JAMIE

DOC DATE: 07/13/2006

ASSIGNEE:
MEADWESTVACO CORPORATION
11013 WEST BROAD STREET
GLEN ALLEN, VIRGINIA 23060

SERIAL NUMBER: 10596290
PATENT NUMBER:
TITLE: A PACKAGE WITH PILFER PROOF ASSEMBLY

FILING DATE:
ISSUE DATE:

Received: 6/15/07 3:28PM;

USPTO -> MEADWESTVAC LAW DPT; Page 3

USPTO

6/15/2007 3:32:57 PM PAGE 3/005 Fax Server

TO: ALEXANDRA B. URBAN, ESQ. COMPANY: 299 PARK AVENUE, 13TH FLOOR

019436/0313 PAGE 2

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

03 July 2006

Mr. Richard Thibault
Great Western Industries
13465 Jupiter Road
Dallas, TX 75238

VIA UNITED PARCEL SERVICE
RE: Signature Forms

Dear Rich,

Thank you for taking the time to talk with me this morning and for providing me with your forwarding address; it was nice to talk to you again.

Enclosed, please find the following forms, which require your signature (and notarization of your signature where indicated):

<i>File Reference</i>	<i>Document</i>	<i>Notarization Required ("x")</i>	<i>Witness Required ("x")</i>
CPG 03-26 KF MX	Assignment Form		X
CPG 03-26 KF IN	Declaration Form (Form 1)		
CPG 03-26 KF IN	Declaration Form (Form 1)		
CPG 03-26 KF IN	Declaration Form (Form 5)		
CPG 03-26 KF BR	Assignment Form		
CPG 03-26 KF CA	Assignment Form		X
CPG 03-26 KF US	Assignment Form	X	
CPG 03-26 KF US	Power of Attorney		
CPG 03-26 KF US	Declaration Form		
CPG20515	Assignment Form	X	
CPG20515	Power of Attorney		
CPG20515	Declaration		
CPG20514	Assignment Form	X	
CPG20514	Power of Attorney		
CPG20514	Declaration		

THIBAUT, R.
03 July 2006
Page 2 of 2

Please sign and date each form where indicated by signature flag (and have your signature witnessed or notarized where specified) and return the fully executed originals to me in NY as soon as possible. A return overnight UPS postage-paid envelope has been included to ease this process.

Please don't hesitate to contact me at any time if you have any questions or if I can be of further assistance. I can be reached at (212) 318-5168 or at dcc12@meadwestvaco.com or you may contact Alexandra Urban at (212) 318-5675 or abu1@meadwestvaco.com.

Thank you for your cooperation.

Sincerely,

Dana C. Copeland
Paralegal – Intellectual Property

:dcc
Encl.

PLEASE CONFIRM RECEIPT BY EMAIL, FAX, OR TELEPHONE

17 July 2006

Mr. Richard Thibault
52 Sonia Lane
Broomall, PA 19008

VIA US CERTIFIED MAIL
RE: Signature Forms

Dear Rich,

Further to our previous letter of 03 July 2006 addressed to Great Western Industries, 13465 Jupiter Road, Dallas, TX 75238, and subsequent follow-up telephone calls to you on 10 July 2006 and 13 July 2006, enclosed, please find the following forms, which require your signature (and notarization of your signature where indicated):

<i>File Reference</i>	<i>Document</i>	<i>Notarization Required ("x")</i>	<i>Witness Required ("x")</i>
CPG 03-26 KF MX	Assignment Form		X
CPG 03-26 KF IN	Declaration Form (Form 1)		
CPG 03-26 KF IN	Declaration Form (Form 1)		
CPG 03-26 KF IN	Declaration Form (Form 5)		
CPG 03-26 KF (BR)	Assignment Form		
CPG 03-26 KF CA	Assignment Form		X
CPG 03-26 KF US	Assignment Form	X	
CPG 03-26 KF US	Power of Attorney		
CPG 03-26 KF US	Declaration Form		
CPG20515	Assignment Form	X	
CPG20515	Power of Attorney		
CPG20515	Declaration		
CPG20514	Assignment Form	X	
CPG20514	Power of Attorney		
CPG20514	Declaration		

THIBAUT, R.
03 July 2006
Page 2 of 2

Please sign and date each form where indicated by signature flag (and have your signature witnessed or notarized where specified) and return the fully executed originals to me in NY before **31 July 2006**. A return overnight UPS postage-paid envelope has been included to ease this process.

Please don't hesitate to contact me at any time if you have any questions or if I can be of further assistance. I can be reached at (212) 318-5168 or at dcc12@meadwestvaco.com or you may contact Alexandra Urban at (212) 318-5675 or abu1@meadwestvaco.com.

Thank you for your cooperation.

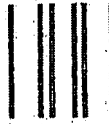
Sincerely,

Dana C. Copeland
Paralegal – Intellectual Property

:dcc
Encl.

PLEASE CONFIRM RECEIPT BY EMAIL, FAX, OR TELEPHONE

UNITED STATES POSTAL SERVICE

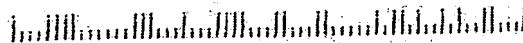


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

RECEIVED

• Sender: Please print your name, address, and ZIP+4 in this box •
AUG 10 2006

Dana Copeland
MeadWestvaco Corporation
299 Park Ave. 15th Fl.
New York, NY 10171
MeadWestvaco Corporation
Law Department - NY



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard Thibault
52 Sonia Lane
Broomall, PA 19008

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

R. Thibault

C. Date of Delivery

8-7-06

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Article Number

(Transfer from service label)

7003 3110 0001 3839 7747

Form 3811, August 2001

Domestic Return Receipt

100505-02-M-1540

MeadWestvaco Corporation
299 Park Avenue
13th Floor
New York, NY 10171

Law Department
T 212 318 5675
F 212 318 5635

MeadWestvaco

July 31, 2006

Via Federal Express

Richard Thibault
52 Sonia Lane
Broomall, PA 19008

Re: Employment Agreement

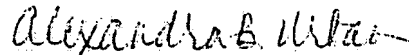
Dear Richard,

As you are aware, the terms of the Non-Disclosure, Restrictive Covenant and Shoprights Agreement that you signed on October 29, 1986 as a condition of employment with Klearfold, Inc. include an obligation to execute all documents as required pertaining to patent applications and intellectual property rights unconditionally assigned by you to Klearfold, Inc. and its parent, MeadWestvaco Corporation. Your obligations under this Agreement continue from the termination of your employment. A copy of the Agreement is enclosed.

In order to avoid the necessity of further legal action to compel you to execute the documents sent to you on July 3, 2006 and received by you on July 5, 2006, please execute the documents as previously requested, and return them to my attention at the above address by no later than August 4, 2006.

If you have any questions, please give me a call.

Best regards,



Alexandra B. Urban, Esq.

ABU:dcc

Encl.

Cc: Christopher J. Capelli, Esq.



TrackingUpdates @fedex.com

08/01/2006 04:06 PM

Please respond to
<trackingmail@fedex.com>

To: <dcc12@meadwestvaco.com>

cc

bcc

Subject: FedEx Shipment 791068638397 Delivered

Our records indicate that the following shipment has been delivered:

Tracking number:	791068638397
Reference:	Docs.
Ship (P/U) date:	Jul 31, 2006
Delivery date:	Aug 1, 2006 07:37 AM
Sign for by:	Signature Release on file
Delivered to:	Residence
Service type:	FedEx First Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.5 LB

Shipper Information
Dana Copeland
MEADWESTVACO CORPORATION
299 PARK AVENUE, 13TH FLOOR
NEW YORK
NY
US
10171

Recipient Information
Richard Thibault
52 Sonia Lane
Broomall
PA
US
19008

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Residential Delivery

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(203) 461-7589

NON-DISCLOSURE, RESTRICTIVE COVENANT
AND SHOPRIGHTS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter called "EMPLOYEE"), in consideration of the willingness of Klearfold Inc. (hereinafter called "COMPANY") to employ EMPLOYEE, and intending to be legally bound, agrees as follows:

1. EMPLOYEE acknowledges that although (he) (she) is employed by the COMPANY as a (his) (her) duties will necessarily result in (his) (her) becoming familiar with the business, operations, manufacturing processes, customer lists and other proprietary and confidential information of the COMPANY, and such other entities as control (e.g. shareholders), are affiliated with or are under the control and management of the COMPANY. Therefore, EMPLOYEE acknowledges and agrees that the following non-disclosure provisions and restrictive covenants shall apply to the proprietary information and business of the COMPANY and such other entities as control (e.g. shareholders), are affiliated with or are under the control and management of the COMPANY and the rights hereunder will therefore enure to the benefit of the COMPANY and such other entities. Within the scope of the foregoing (for the purpose of paragraphs 1 through 4 hereunder, the term the COMPANY shall include the COMPANY and such other entities referred to in this paragraph) therefore, EMPLOYEE agrees:

a. EMPLOYEE will not, at any time during (his) (her) employment by the COMPANY, and the further period of five (5) years after the date of termination of (his) (her) employment by the COMPANY, without the written approval of the COMPANY or its duly constituted officers, reveal, divulge, or make known to any person, firm or corporation, the construction and design of the COMPANY products and components thereof, the method, process or manner of manufacturing any of the COMPANY'S products and components whether or not patented or patentable, or the names of any of the COMPANY'S suppliers or customers, nor will (he) (she), for the further period that such information remains secret, reveal, divulge or make known to any person, firm or corporation any secret or confidential information whatever relating to the business of the COMPANY or the COMPANY'S products and components thereof or the names of any of the COMPANY'S suppliers or customers.

b. EMPLOYEE will not during (his) (her) employment by the COMPANY and the further period of three (3) years following the date of termination of (his) (her) employment with the COMPANY (regardless of the reason for the termination and whether it shall have been voluntary or involuntary) solicit sales from or make sales to any customer to whom or company to which the COMPANY is selling any of its products, or to any customer to whom or company to which an order or quotation shall have been presented by the COMPANY or to any customer or company that has been otherwise solicited by the COMPANY, nor shall EMPLOYEE engage in any business (as defined hereunder) with any person, firm or company which solicits sales from or makes sales to any customer to whom or company to which the COMPANY is selling any of its products, or to any customer to whom or company to which an order or quotation shall have been presented by the COMPANY or to any customer or company that has been otherwise solicited by the COMPANY.

F To: *Capra*
A Fax No: _____
X From: *Mike Davis*
Date: *4-15-05* Pages: *4*

The foregoing covenant is intended to be all inclusive except that this prohibition against competition shall be construed as only precluding EMPLOYEE from selling, or being engaged in business with persons, firms or companies which are selling, products which are being sold by the COMPANY at any time during the term of EMPLOYEE'S employment and during the period of three years thereafter. Without intending to limit the generality of the foregoing, it is nevertheless understood that included among those products for which this restriction against competition is intended to apply are any product utilizing any method to cut or crease plastic to facilitate the folding of such product (such as folding cartons and sleeves made at least in part of plastic), any container, the manufacture of which involves the joining of two pieces of sheet material (not including conventional window cartons), any type of calendered or extruded plastic, printed plastic, set-up boxes and plastic lids for set-up boxes.

c. EMPLOYEE will not interfere with, or endeavor to entice away from the COMPANY, any employee of the COMPANY during the period of his employment and three year period thereafter.

For the purpose of this covenant, "engage in any business", shall include any activities, direct or indirect, as a proprietor, partner, stockholder, principal, agent, employee, consultant or investor, except for investments constituting less than one percent (1%) of a publicly owned company.

2. It is understood that the terms and provisions of paragraph 1 hereinabove are not intended to restrict EMPLOYEE in the exercise of (his) (her) training and skills, provided that the exercise of such training and skills does not involve the disclosure to others of secret and confidential matters of the COMPANY, and provided it does not involve competing with the COMPANY by soliciting customers of the COMPANY, it being the intention of this paragraph to prevent direct competition with the COMPANY, but not to preclude the opportunity of EMPLOYEE to engage in (his) (her) profession.

3. In addition to any other remedies available to COMPANY by law, EMPLOYEE agrees that the breach of the covenants contained in paragraph 1, if proven by the COMPANY to the satisfaction of a court of law hereof, will result in irreparable damage to the COMPANY and that an injunction may be entered against (him) (her) by any court having jurisdiction restraining EMPLOYEE from the violation thereof.

4. The form of this Agreement is intended for general use throughout the geographical area in which the COMPANY is engaged in business, and in the event any of the terms and provisions hereof are in violation of or prohibited by any law, statute or ordinance of the State, City or other municipal authority where it is used, such terms and provisions shall be of no force and effect to the extent of such violation or prohibition without invalidating any other of the terms and provisions of this Agreement.

5. (a) EMPLOYEE hereby fully and unconditionally assigns to COMPANY, or its nominee, any and all inventions, designs, improvements and/or discoveries made individually or jointly with others during the term of (his) (her) employment with COMPANY and six (6) months thereafter which pertain to the business of COMPANY, whether or not such inventions, designs, improvements and/or discoveries are made during the hours of employment or on the property of COMPANY. Such assignment is made in consideration of the employment by COMPANY of EMPLOYEE, and COMPANY shall incur no further obligation to EMPLOYEE in connection with the assignment hereinabove.

(b) To effect the foregoing, EMPLOYEE agrees that (he) (she) shall promptly from time to time fully inform and disclose to COMPANY all inventions, designs, improvements and discoveries, which (he) (she) may now have or hereafter shall have, and which (he) (she) shall have conceived during the term of (his) (her) employment with COMPANY or during a period of six (6) months thereafter, which pertain to the business of the COMPANY, whether or not EMPLOYEE believes that the same are related to the business, activities or interests of COMPANY, whereupon COMPANY may, within its sole discretion, retain sole right to the use of such inventions, designs, improvements and/or discoveries without filing an application or applications for letters patent or may, at its option and own expense prepare and prosecute, in the name of COMPANY or its nominee, applications for letters patent of the United States and such foreign countries as it may select. Should COMPANY not wish to file such application or applications for letters patent and if COMPANY, within its sole discretion, shall determine that it does not wish to retain sole right to the use of such inventions, designs, improvements and/or discoveries, COMPANY may release the rights to such inventions, designs, improvements and/or discoveries to the EMPLOYEE, provided however that the only evidence of such release which shall be acceptable under this Agreement shall be a release in writing, signed by the President of the COMPANY. Simultaneously with the preparation of any applications by COMPANY, the EMPLOYEE will execute the same, and (he) (she) shall thereafter from time to time as required, execute all further documents pertaining to said devices, applications for patents thereon or actions against any infringement thereof to protect the same and the rights and position of COMPANY with respect to said patent applications or patents.


(c) In the event of any conflict as to whether an invention, design, improvement or discovery was conceived or made before or after the commencement of EMPLOYEE'S employment with the COMPANY, EMPLOYEE agrees that such conflict shall be resolved in favor of the COMPANY, unless such invention, design, improvement or discovery is now described in a written record on file in the U.S. Patent Office, containing a filing date prior to EMPLOYEE'S employment, is in the possession of a former employer who owns the invention, design, improvement or discovery, or is disclosed in writing to the COMPANY within ten (10) days of the date hereof with notice and reasonable proof that such invention, design, improvement, or discovery was conceived by EMPLOYEE prior to (his) (her) said employment with the COMPANY.

(d) EMPLOYEE agrees that (he) (she) shall render to COMPANY or its nominee all such assistance as it may reasonably require in the prosecution of all such patent applications, including applications for the reissue of such patents, and in the prosecution or defense of all interferences which may be declared involving any of said patent applications or patents, provided; however, that the expense incident thereto shall be borne by COMPANY.

6. Any of EMPLOYEE'S inventions, designs, improvements and discoveries, other than those described in the preceding paragraphs 5 (b), (c) and (d) shall remain the property of EMPLOYEE, and upon request of EMPLOYEE, COMPANY agrees that it will execute a disclaimer in writing disclaiming any right to any such inventions, designs, improvements and discoveries of EMPLOYEE.

IN WITNESS WHEREOF, the undersigned EMPLOYEE has signed this Agreement this 29th day of Oct, 1986.


KLEARFOLD, INC.

 (SEAL)
RICHARD THIBAUT

Witness

PORTER & HEDGES, L.L.P.

ATTORNEYS AND COUNSELORS AT LAW

1000 MAIN STREET, 36TH FLOOR
HOUSTON, TEXAS 77002-6336

JOHN A. IRVINE

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TELECOPIER (713) 228-1331

TELEPHONE (713) 226-6000

MAILING ADDRESS:

P.O. BOX 4744

HOUSTON, TX 77210-4744

August 8, 2006

002639/0001

Via Federal Express

Mr. Richard Thibault
Great Western Industries
13465 Jupiter Road
Dallas, TX 75238-2434

Re: Non-Disclosure, Restrictive Covenant and Shoprights Agreement of October 29,
1986 (the "Agreement")

Dear Mr. Thibault:

MeadWestvaco Corporation ("MeadWestvaco") and Klearfold, Inc. ("Klearfold") (collectively, the "Company") have engaged Porter & Hedges, L.L.P. to assist the Company with regard to the protection of its rights in certain intellectual property created during your employment at MeadWestvaco and/or its subsidiary, Klearfold. The purpose of this letter is to obtain the cooperation which you agreed to provide Klearfold in the protection of that property. We trust that you will do so without the necessity of time consuming and expensive legal proceedings.

Over the past five weeks, the Company has twice requested that you execute documents necessary for the protection of its interests in certain patent applications and other intellectual property rights unconditionally assigned by you to Klearfold and/or MeadWestvaco. Those documents were forwarded to you for signature on July 3, 2006. Having not heard from you following your receipt of those documents, Alexandra Urban, MeadWestvaco's Senior Intellectual Property Counsel, sent you a second request for your execution and return of those documents on July 31, 2006.

Perhaps you have overlooked these requests, misplaced them or simply failed to execute and return the documents for benign reasons. We hope so. However, your execution and return of these documents is a matter of considerable importance, and some urgency, to the Company. Indeed, there is the potential for risk of loss of the Company's interests in these intellectual property rights absent your execution and return of the documents. It is for that reason that we

Mr. Richard Thibault
August 8, 2006
Page 2

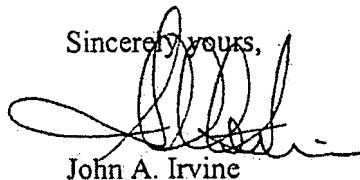
have been engaged to urge your prompt attention to these requests, or to pursue litigation if you fail to do so.

As you know, the Agreement which you signed on October 29, 1986 as a condition of employment with Klearfold, obligates you to cooperate with the Company by signing and returning these documents to the Company. (See Paragraph 5(d)). We believe that a failure to provide that cooperation will constitute a breach of the Agreement for which the Company is prepared to pursue its legal remedies, including a lawsuit for breach of contract requesting specific performance of your obligations, damages and attorneys' fees. We hope that such action will be unnecessary.

Please execute the documents forwarded to you on July 3, 2006 and return them to the attention of Ms. Alexandra B. Urban, Senior Intellectual Property Counsel, MeadWestvaco Corporation, 299 Park Avenue, 13th Floor, New York, NY 10171 by Friday, August 18, 2006. If you have any questions about this request, you may call me or send me an e-mail per the contact information listed on this letterhead.

Your prompt cooperation with MeadWestvaco pursuant to the terms of the Agreement will be appreciated.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John A. Irvine", written over a horizontal line.

John A. Irvine

JAI/bg
cc: Alexandra B. Urban, Esq.

Mr. Richard Thibault
August 8, 2006
Page 3

bcc: Joseph C. Hutchison

From: * Origin ID: (713)221-0505
Brenda Evans
PORTER & HEDGES, L.L.P
700 LOUISIANA
35TH FLOOR
HOUSTON, TX 77002



CL583256/11/22

SHIP TO: (214)343-7600

BILL SENDER

Richard Thibault
Great Western Industries
13465 Jupiter Road

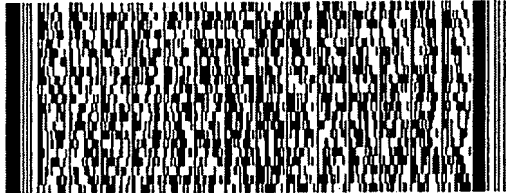
Dallas, TX 752382434

Ship Date: 08AUG06
ActWgt: 1 LB
System#: 1046734/INET2500
Account#: S *****

REF: 009512-0001



Delivery Address Bar Code



PRIORITY OVERNIGHT

WED

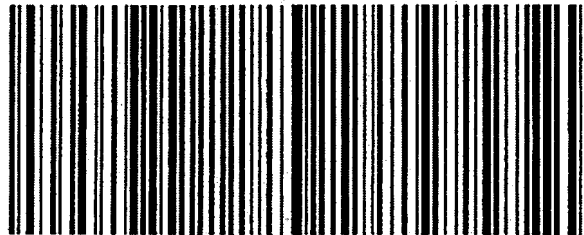
TRK# 7900 2736 5010

FORM
0201Deliver By:
09AUG06

DFW A2

75238 -TX-US

AD GVTA



Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

MeadWestvaco Corporation
299 Park Avenue
13th Floor
New York, NY 10171

Law Department
T 212 318 5675
F 212 318 5035

MeadWestvaco

July 19, 2007

Mr. Richard Thibault
52 Sonia Lane
Broomall, PA 19008

VIA USPS Express Mail
Express Mail Label: EB169574973US

RE: Signature Forms
Our File: CPG 03-26 KF

Dear Rich,

We have not received any response to our correspondence mailed to you on July 3, 2006 and July 17, 2006, and our follow-up telephone calls to you on July 10, 2006 and July 13, 2006. We are therefore making this final attempt to obtain your signature on the necessary forms (listed below and enclosed) which require your signature (and notarization of our signature where indicated). We also enclose a copy of the below identified application as filed.

<i>File Reference</i>	<i>Application Number</i>	<i>Document</i>	<i>Notarization Required ("x")</i>
CPG 03-26 KF US	10/596,290	Assignment Form	X
CPG 03-26 KF US	10/596,290	Power of Attorney and Correspondence Address Indication Form	
CPG 03-26 KF US	10/596,290	Declaration for Utility or Design Patent Application	

We would greatly appreciate if you would sign and return the fully executed originals to me in the New York office. A return stamped self-addressed envelope is enclosed for your convenience.

Mr. Richard Thibault
July 19, 2007
Page 2

If we do not receive the executed documents by **July 25, 2007**, we will notify the U.S. Patent and Trademark Office of your refusal to sign the necessary documents, and we will proceed without you.

Please don't hesitate to contact me at any time if you have any questions or if you would like to discuss this matter. I can be reached at (212) 318-5675 or abu1@meadwestvaco.com.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Alexandra B. Urban" followed by a horizontal flourish.

Alexandra B. Urban, Esq.
Senior Intellectual Property Counsel

Enclosures

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Track & Confirm

Search Results

Label/Receipt Number: **EB16 9574 973U S**
Status: **Notice Left**

Another attempt to deliver your item was made at 1:43 PM on July 23, 2007 in WEST CHESTER, PA 19380 and a notice was left. Your mailpiece will be held for five business days from this attempt date and then it will be returned to the sender. Information, if available, is updated every evening. Please check again later.

[Additional Details >](#)[Return to USPS.com Home >](#)

Track & Confirm

Enter Label/Receipt Number.

Notification Options

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Get current event information or updates for your item sent to you or others by email. [Go >](#)

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**UNITED STATES
POSTAL SERVICE.**

Date: 07/26/2007

david silvia:

In response to your request dated 07/26/2007, we regret to inform you that we were unable to locate any delivery information in our records regarding your item number EB16 9574 973U S.

If you require additional assistance, please take this receipt to your local Post Office or postal representative.

Sincerely,

United States Postal Service

